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FILED

08 FEB 29 PM 3:39

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

2/14

DEPUTY

ANDERSON LAW FIRM
MARTIN W. ANDERSON, State Bar No. 178422
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Attorneys for Plaintiff Alex Dominguez

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

'08 CV 388 - L LSP

ALEX DOMINGUEZ,

Case No.

Plaintiff,

COMPLAINT

DEMAND FOR JURY TRIAL

v.

FOUR WINDS INTERNATIONAL
CORPORATION,

Defendant.

Plaintiff alleges as follows:

JURISDICTION

1. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332, because this is a civil action between citizens of different states and the amount in controversy exceeds \$75,000.00. Plaintiff is citizen of the state of California. Defendant Four Winds International Corporation is a corporation that is organized and existing under the laws of the state of Delaware and having its principal place of business in the state of Indiana.

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Original

1 2. This Court has original jurisdiction over this matter pursuant to 28
2 U.S.C. § 1331, because the action alleges claims pursuant to 15 U.S.C. § 2310.
3 The Court has jurisdiction over the supplemental state law claims pursuant to 28
4 U.S.C. § 1367.

5 **PARTIES**

6 3. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff
7 Alex Dominguez.

8 4. As used in this Complaint, the word "Defendant" shall refer to all
9 Defendants named in this Complaint.

10 **FIRST CLAIM FOR RELIEF**

11 **BY PLAINTIFF AGAINST DEFENDANT**

12 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

13 **15 U.S.C. § 2310(d) AND CAL. CIV. CODE § 1794**

14 5. On or about September 16, 2006, Plaintiff purchased a 2007 Four
15 Winds Class C, VIN # 1GBJG31U861269163 (hereafter "Recreational Vehicle")
16 which was manufactured, distributed, or sold by Defendant. The total
17 consideration which Plaintiff paid or agreed to pay, including taxes, license, and
18 finance charges is \$95,736.60. The Recreational Vehicle was purchased primarily
19 for personal, family, or household purposes. Plaintiff purchased the Recreational
20 Vehicle from a person or entity engaged in the business of manufacturing,
21 distributing, or selling consumer goods at retail.

22 6. In connection with the purchase, Plaintiff received an express written
23 warranty in which Defendant undertook to preserve or maintain the utility or
24 performance of the Recreational Vehicle or to provide compensation if there is a
25 failure in utility or performance for a specified period of time. The warranty
26 provided, in relevant part, that in the event a defect developed with the
27
28

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1 Recreational Vehicle during the warranty period, Plaintiff could deliver the
2 Recreational Vehicle for repair services to Defendant's representative and the
3 Recreational Vehicle would be repaired.

4 7. During the warranty period, the Recreational Vehicle contained or
5 developed defects which cause water to leak into the coach and defects which
6 cause mold to grow inside the coach.

7 8. Pursuant to 15 U.S.C. § 2301 (which defines the implied warranty by
8 borrowing the provisions of Civil Code §§ 1792 and 1791.1) and pursuant to Civil
9 Code §§ 1792 and 1791.1, the sale of the Recreational Vehicle was accompanied
10 by Defendant's implied warranty of merchantability. The duration of the implied
11 warranty is coextensive in duration with the duration of the express written
12 warranty provided by Defendant.

13 9. The implied warranty of merchantability means and includes that the
14 Recreational Vehicle will comply with each of the following requirements: (1)
15 The Recreational Vehicle will pass without objection in the trade under the
16 contract description; (2) The Recreational Vehicle is fit for the ordinary purposes
17 for which such goods are used; (3) The Recreational Vehicle is adequately
18 contained, packaged, and labeled; and (4) The Recreational Vehicle will conform
19 to the promises or affirmations of fact made on the container or label.

20 10. On or about September 16, 2006, or during the time period in which
21 the implied warranty was in effect, the Recreational Vehicle contained or
22 developed the defects stated in paragraph 7, above. The existence of each of these
23 defects constitutes a breach of the implied warranty because the Recreational
24 Vehicle (1) does not pass without objection in the trade under the contract
25 description, (2) is not fit for the ordinary purposes for which such goods are used,
26 (3) is not adequately contained, packaged, and labeled, and (4) does not conform to
27 the promises or affirmations of fact made on the container or label.
28

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11. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Recreational Vehicle, and has exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section 1794(b)(1), including the entire purchase price. In addition, Plaintiff seeks the remedies set forth in California Civil Code section 1794(b)(2), including the diminution in value of the Recreational Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Recreational Vehicle's value is *de minimis*.

12. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the implied warranty, and therefore brings this claim pursuant to 15 U.S.C. § 2310(d) and Civil Code § 1794.

13. Defendant does not maintain an informal dispute resolution process for the purpose of resolving claims for breach of the implied warranty of merchantability, and does not maintain an informal dispute resolution process for resolving express warranty claims that complies with the requirements of 15 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the Federal Trade Commission.

SECOND CLAIM FOR RELIEF
BY PLAINTIFF AGAINST DEFENDANT
BREACH OF THE IMPLIED WARRANTY OF FITNESS
15 U.S.C. § 2310(d) AND CAL. CIV. CODE § 1794

14. Plaintiff incorporates by reference the allegations contained in paragraphs 5 through 7 and paragraph 11, above.

15. Defendant is a manufacturer, distributor, or seller who had reason to know at the time of the retail sale that the Recreational Vehicle was required for a particular purpose and that the Plaintiff was relying on the Defendant's skill or judgment to select or furnish suitable goods.

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1 16. Pursuant to 15 U.S.C. § 2301 (which defines the implied warranty by
2 borrowing the provisions of Civil Code § 1792.1) and pursuant to Civil Code §
3 1792.1, the sale of the Recreational Vehicle was accompanied by Defendant's
4 implied warranty that the Recreational Vehicle would be fit for Plaintiff's
5 particular purpose. The duration of the implied warranty is coextensive in duration
6 with the duration of the express written warranty provided by Defendant.

7 17. On or about September 16, 2006, or during the time period in which
8 the implied warranty was in effect, the Recreational Vehicle contained or
9 developed the defects stated in paragraph 7, above. The existence of each of these
10 defects constitutes a breach of the implied warranty because the Recreational
11 Vehicle is not fit for Plaintiff's particular purpose.

12 18. Plaintiff has been damaged by Defendant's failure to comply with its
13 obligations under the implied warranty, and therefore brings this claim pursuant to
14 15 U.S.C. § 2310(d) and Civil Code § 1794.

15 19. Defendant does not maintain an informal dispute resolution process
16 for the purpose of resolving claims for breach of the implied warranty of
17 merchantability, and does not maintain an informal dispute resolution process for
18 resolving express warranty claims that complies with the requirements of 15
19 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the
20 Federal Trade Commission.

21 **THIRD CLAIM FOR RELIEF**
22 **BY PLAINTIFF AGAINST DEFENDANT**
23 **BREACH OF EXPRESS WARRANTY**

24 **15 U.S.C. § 2310(d) AND CAL. CIV. CODE § 1794**

25 20. Plaintiff incorporates by reference the allegations contained in
26 paragraphs 5 through 7 and paragraph 11, above.

27 21. In accordance with Defendant's warranty, Plaintiff delivered the
28 Recreational Vehicle to Defendant's representative in this state to perform

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1 warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff
2 delivered the Recreational Vehicle, Plaintiff notified Defendant and its
3 representative of the characteristics of the defects. However, the representative
4 failed to repair the Recreational Vehicle, breaching the terms of the written
5 warranty on each occasion.

6 22. Plaintiff has been damaged by Defendant's failure to comply with its
7 obligations under the express warranty, and therefore brings this claim pursuant to
8 15 U.S.C. § 2310(d) and Civil Code § 1794.

9 23. Defendant's failure to comply with its obligations under the express
10 warranty was willful, in that Defendant and its representative were aware of their
11 obligation to repair the Recreational Vehicle under the express warranty, but they
12 intentionally declined to fulfill that obligation. Accordingly, Plaintiff is entitled to
13 a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code §
14 1794(c) and 15 U.S.C. § 2310(d).

15 24. Defendant does not maintain an informal dispute resolution
16 mechanism which complies with the requirements of 15 U.S.C. § 2310(a) and the
17 rules and regulations adopted pursuant thereto by the Federal Trade Commission.

18 **FOURTH CLAIM FOR RELIEF**

19 **BY PLAINTIFF AGAINST DEFENDANT**

20 **FAILURE TO PROMPTLY REPURCHASE PRODUCT**

21 **15 U.S.C. § 2310(d) AND CAL. CIV. CODE § 1793.2(d)**

22 25. Plaintiff incorporates by reference the allegations contained in
23 paragraphs 5 through 7, above.

24 26. Defendant and its representatives in this state have been unable to
25 service or repair the Recreational Vehicle to conform to the applicable express
26 warranties after a reasonable number of attempts. Despite this fact, Defendant
27 failed to promptly replace the Recreational Vehicle or make restitution to Plaintiff
28 as required by Civil Code §§ 1793.2(d) and 1793.1(a)(2).

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27. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code §§ 1793.2(d) and 1793.1(a)(2), and therefore brings this claim pursuant to § 1794.

28. The provisions of Civil Code § 1793.2(d) existed at the time Defendant gave the express warranty and for that reason those provisions were incorporated into the terms of the express warranty by operation of California law. *Swenson v. File*, 3 Cal.3d 389, 393; *Washington Internat. Ins. Co. v. Superior Court*, 62 Cal.App.4th 981, 988-89 (1998). Accordingly, Defendant's violation of § 1793.2(b) was a breach of terms of the express warranty, and Plaintiff brings this claim pursuant to 15 U.S.C. § 2310(d).

29. Defendant's failure to comply with its obligations under § 1793.2(d) was willful, in that Defendant and its representative were aware that they were unable to service or repair the Recreational Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet Defendant failed and refused to promptly replace the Recreational Vehicle or make restitution despite Plaintiff's demand. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to § 1794(c) and 15 U.S.C. § 2310(d).

30. Defendant does not maintain a qualified third-party dispute resolution process which substantially complies with § 1793.22. Despite Defendant's violation of § 1793.2(d) and its notice thereof, Defendant failed to comply with its obligations within a reasonable time. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code § 1794(e) and 15 U.S.C. § 2310(d).

31. Plaintiff seeks civil penalties pursuant to § 1794, subdivisions (c) and (e) in the alternative and does not seek to cumulate civil penalties, as provided in § 1794(f).

1 32. Defendant does not maintain an informal dispute resolution
2 mechanism which complies with the requirements of 15 U.S.C. § 2310(a) and the
3 rules and regulations adopted pursuant thereto by the Federal Trade Commission.

4 **FIFTH CLAIM FOR RELIEF**

5 **BY PLAINTIFF AGAINST DEFENDANT**

6 **FAILURE TO COMMENCE REPAIRS WITHIN A REASONABLE TIME**

7 **AND TO COMPLETE THEM WITHIN 30 DAYS**

8 **15 U.S.C. § 2310(d) AND CAL. CIV. CODE § 1794**

9 33. Plaintiff incorporates by reference the allegations contained in
10 paragraphs 5 through 7 and paragraph 11, above.

11 34. Although Plaintiff delivered the Recreational Vehicle to Defendant's
12 representative in this state, Defendant and its representative failed to commence
13 the service or repairs within a reasonable time and failed to service or repair the
14 Recreational Vehicle so as to conform to the applicable warranties within 30 days,
15 in violation of Civil Code § 1793.2(b). Plaintiff did not extend the time for
16 completion of repairs beyond the 30-day requirement.

17 35. Plaintiff has been damaged by Defendant's failure to comply with its
18 obligations pursuant to § 1793.2(b), and therefore brings this claim pursuant to §
19 1794.

20 36. The provisions of Civil Code § 1793.2(b) existed at the time
21 Defendant gave the express warranty and for that reason those provisions were
22 incorporated into the terms of the express warranty by operation of California law.
23 *Swenson v. File*, 3 Cal.3d 389, 393; *Washington Internat. Ins. Co. v. Superior*
24 *Court*, 62 Cal.App.4th 981, 988-89 (1998). Accordingly, Defendant's violation of
25 § 1793.2(b) was a breach of terms of the express warranty, and Plaintiff brings this
26 claim pursuant to 15 U.S.C. § 2310(d).

27 37. Defendant's failure to comply with its obligations under § 1793.2(b)
28 was willful, in that Defendant and its representative were aware that they were

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1 obligated to service or repair the Recreational Vehicle to conform to the applicable
 2 express warranties within 30 days, yet they failed to do so. Accordingly, Plaintiff
 3 is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to §
 4 1794(c) and 15 U.S.C. § 2310(d).

5 38. Defendant does not maintain an informal dispute resolution
 6 mechanism which complies with the requirements of 15 U.S.C. § 2310(a) and the
 7 rules and regulations adopted pursuant thereto by the Federal Trade Commission.

8 **SIXTH CLAIM FOR RELIEF**
 9 **BY PLAINTIFF AGAINST DEFENDANT**
 10 **CONVERSION**

11 39. Plaintiff incorporates by reference the allegations contained in the
 12 Fourth Claim for Relief, above.

13 40. Plaintiff is the owner of and has an immediate right to possession of a
 14 specific sum of money which is capable of identification. *Farmers Ins. Ex. v.*
 15 *Zerin*, 53 Cal.App.4th 445, 451-52 (1997). Specifically, pursuant to Civil Code §
 16 1793.2(d), Plaintiff is entitled to restitution of the amounts paid or payable for the
 17 Recreational Vehicle from Defendant.

18 41. Instead of delivering the money to which Plaintiff is entitled to
 19 Plaintiff, Defendant has wrongfully converted that money for its own use.

20 42. As a result of Defendant's conversion, Plaintiff has suffered damages.

21 43. Defendant's conduct was fraudulent, oppressive, and malicious, and
 22 thus, Plaintiff is entitled to recover punitive damages pursuant to Civil Code
 23 section 3294. Specifically, Defendant was aware of its obligation to make
 24 restitution to Plaintiff and intentionally failed to do so. In addition, Defendant
 25 falsely and intentionally misrepresented to Plaintiff that it was not obligated to
 26 make restitution. Furthermore, Defendant is aware that Plaintiff has little choice
 27 but to continue using the defective Recreational Vehicle, and Defendant
 28

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1 intentionally refused to make restitution to Plaintiff with the intent of arguing that
2 Plaintiff's continued use is a reason to deny restitution to Plaintiff.

3 **PRAYER**

4 PLAINTIFF PRAYS for judgment against Defendant as follows:

- 5 1. For Plaintiff's damages in the amount of at least \$95,736.60.
- 6 2. For restitution to Plaintiff in the amount of \$95,736.60.
- 7 3. On Plaintiff's Third Claim for Relief, for a civil penalty in the amount
8 of \$191,473.20, which is two times Plaintiff's total damages, pursuant to Civil
9 Code § 1794(c) and (e) and 15 U.S.C. § 2310(d).
- 10 4. On Plaintiff's Fourth Claim for Relief, for a civil penalty in the
11 amount of \$191,473.20, which is two times Plaintiff's total damages, pursuant to
12 Civil Code § 1794(c) and (e) and 15 U.S.C. § 2310(d).
- 13 5. On Plaintiff's Fifth Claim for Relief, for a civil penalty in the amount
14 of \$191,473.20, which is two times Plaintiff's total damages, pursuant to Civil
15 Code § 1794(c) and (e) and 15 U.S.C. § 2310(d).
- 16 6. For any consequential and incidental damages.
- 17 7. For punitive damages in the amount of at least \$100,000.
- 18 8. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant
19 to Civil Code § 1794(d) and 15 U.S.C. § 2310(d).
- 20 9. For prejudgment interest at the legal rate.
- 21 10. And for such other relief as the Court may deem proper.

22 DATED: February 25, 2008

23 ANDERSON LAW FIRM
24 MARTIN W. ANDERSON
MICHAEL E. LINDSEY

25
26 
27 By: MARTIN W. ANDERSON
28 Attorneys for Plaintiff Alex Dominguez

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

DATED: February 25, 2008

ANDERSON LAW FIRM
MARTIN W. ANDERSON
MICHAEL E. LINDSEY

By: 
MARTIN W. ANDERSON
Attorneys for Plaintiff Alex Dominguez

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**UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION**

**# 148249 - KD
* * C O P Y * *
February 29, 2008
16:17:12**

Civ Fil Non-Pris

USAO #: 08CV0388
Judge.: M. JAMES LORENZ
Amount.: \$350.00 CK
Check#: BC 1149

Total-> \$350.00

FROM: CIVIL FILING
DOMINGUEZ V. FOUR WINDS
08CV0388

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

ALEX DOMINGUEZ

(b) County of Residence of First Listed Plaintiff San Diego County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Anderson Law Firm, 2070 N. Tustin Ave., Santa Ana, CA 92705
Tel: (714) 516-2700

DEFENDANTS

FOUR WINDS INTERNATIONAL CORPORATION

County of Residence of First Listed Defendant San Diego County (not a US Pltf case)
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. DEPUTY

Attorneys (If Known)

'08 CV 388 L LSP

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause:
Consumer Warranty Action

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
337,209.80

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/25/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

148249

AMOUNT

\$337

APPLYING IFP

1/27 2/25/08

JUDGE

MAG. JUDGE